

Ottumwa CSD

PPME #2003 (Associates) 7/1/2006 6/30/2009

COLLECTIVE BARGAINING AGREEMENT

Between the

**BOARD OF EDUCATION
OTTUMWA COMMUNITY SCHOOL DISTRICT**

and the

**TEACHER ASSOCIATES
PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES
LOCAL UNION 2003**

2006-2009

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**COLLECTIVE BARGAINING AGREEMENT
Between the
BOARD OF EDUCATION
OTTUMWA COMMUNITY SCHOOL DISTRICT**

**and the
PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES
Local Union 2003**

This agreement made and entered into this 10th day of April, 2006, by and between the Board of Education, Ottumwa Community School District, hereinafter referred to as the "Employer" and the Local Union 2003, Public, Professional and Maintenance Employees, hereinafter referred to as the "Union," Witnesseth:

ARTICLE I -- RECOGNITION

A. Unit

1. The Employer hereby recognizes the Union as the certified exclusive and sole bargaining representative for all personnel, as set forth in the PERB certification instrument (Case No. 2942) issued by the PERB on the 30th day of May, 1985, whether under contract, either verbal or written, on leave, or on a per diem, hourly, or class rate basis, employed or to be employed by the Board of Education of the Ottumwa Community School District. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory or administrative.
2. The Unit described in the above certification includes those Employees classified as Associates in the Ottumwa Community School District and excludes all other classifications of employees.

B. Definitions

1. The term "Employer" as used in this agreement, shall mean the Board of Education of the Ottumwa Community School District or its duly authorized representatives.
2. The words "employee" and "employees" shall refer only to the employees within the bargaining unit.
3. The term "regular full-time employee" shall mean all employees in the bargaining unit as defined and certified by the Public Employment Relations Board who work a minimum of six and one-half (6 1/2) hours per day for at least 187 paid days during the regular school year including seven (7) holidays.
4. The term "regular part-time employee" shall mean all employees in the bargaining unit who regularly work a maximum of six and one-quarter (6 1/4) hours per day and a minimum of four and one-half (4 1/2) hours per day for at least 187 paid days in a regular school year, including seven (7) holidays.
5. The term "Union" as used in this agreement shall mean the Public, Professional and Maintenance Employees Local Union 2003 or its duly authorized representatives or agents.

ARTICLE II -- PROCEDURE FOR NEGOTIATIONS

A. Request for Meeting

1. The Employer and the Union shall meet for the purpose of negotiating and seeking agreement. Request from the Union for a negotiation meeting shall be made in writing to the President of the Board or his/her designated representative. Requests from the Employer shall be made in writing to the Business Manager of the Union or his/her designated representative.
2. Within five (5) days of the date of the request, a mutually convenient time and place for a meeting shall be established. The meeting shall take place no later than ten (10) days following the date of the request.
3. Additional meetings shall be agreed upon by the negotiations representatives as may be necessary to complete an agreement. No negotiations are to be conducted during regular school hours.

B. Access to Information

The Employer agrees to furnish the Union all information as provided by Chapter 17 of the Code of Iowa, which is general public information. Such information already compiled for the Secretary of the Board shall be furnished up request.

ARTICLE III -- IMPASSE PROCEDURE

- A. Impasse procedure shall be that provided for in Chapter 20 of the 1992 Code of Iowa, entitled "Public Employment Relations (Collective Bargaining)," and any amendments thereto which may be in effect as of the time of reaching of impasse, and the procedures of impasse shall be governed by the procedures provided for in said Chapter, with amendments as aforesaid.

ARTICLE IV -- HOURS OF WORK

- A. Each Employee shall have a duty-free lunch period of thirty (30) minutes without pay. However, it is understood that conditions may cause a change in the regular schedule of such lunch periods.
- B. All Employees' work schedules shall provide a fifteen (15) minute rest period during each continuous three (3) hour period. The rest period shall be scheduled at the middle of each continuous three (3) hour period, whenever this is feasible. All Employees working six and one-half (6 1/2) hours or more in one work day shall be entitled to two (2) fifteen (15) minute rest periods during said work day.
- C. The need for overtime and its assignment shall be the Employer's decision.

Compensatory time off, instead of pay for additional hours worked, may be scheduled by mutual agreement between the Employee and the Employee's principal. Compensatory time off shall be at the rate of one and one-half (1½) hours of time off for each hour worked over 40 hours within a given week, or one (1) hour of time off for each hour worked up to 40 hours in a given week. All compensatory time records must be kept by the principal. Any comp time accumulated but not taken at the end of the year will be paid to the Employee as salary. Comp time may not be carried into the next school year.

- D. The following days shall be considered holidays with pay:
 - 1. Labor Day
 - 2. Thanksgiving Day
 - 3. Christmas Day
 - 4. New Year's Day
 - 5. President's Day
 - 6. Good Friday
 - 7. Memorial Day
- E. Should any of the above days fall on a Saturday or Sunday, the previous Friday or following Monday shall be considered and observed as the holiday, as the Superintendent or designee shall determine.
- F. Eligibility
 - 1. To be eligible for holiday pay the Employee must report for work on his/her regularly scheduled work day immediately preceding the holiday and his/her first regularly scheduled work day immediately following the holiday.
 - 2. If the Employee is absent either or both of these days due to personal illness or approved absence and furnished satisfactory proof of such illness or approved absence to the Employer, he/she shall be eligible for holiday pay.
- G. Holiday pay shall be each eligible Employee's current hourly rate of pay times the number of hours in his/her regular work day.

- H. If school is held on any of the holidays listed in Paragraph F above, all Employees shall work said day at regularly scheduled rate of pay and shall receive another day off with pay.
- I. In lieu of working scheduled in-service days and scheduled conference days, a building principal may request an Employee to work additional days and/or hours, equal to the time the Employee would have worked during said days, prior to and following the in-school year. Nothing in this section shall preclude the right of the District to ask an Employee to work additional time. Compensation shall be at Employee's existing hourly rate for the performance of such work.
- J. An Employee may bid an additional assignment provided that said additional assignment does not build an accumulation of more than eight (8) hours per day. Further, should an Employee choose to bid a second assignment in accordance with this paragraph, travel expense between assignments shall not be paid.
- K. On any regularly scheduled work day during which school is dismissed early for any reason, except on scheduled in-service days, the Employee may leave no later than one (1) hour after the students are dismissed. At the discretion of the principal, the one-half (1/2) day in-service can be worked before or after the school year.
- L. Whenever classes are cancelled for an entire day, Employees will not report for work unless directed to do so. In such cases, Employees will only be compensated for actual hours worked.

If school is cancelled less than 30 minutes prior to an Employee's normal start time and the Employee, in good faith, reports to work, said Employee shall be paid at the Employee's regular hourly rate of pay for a minimum of two (2) hours of work, regardless of the time actually performed.
- M. In case of a late start day, all Employees shall report to work at their regularly assigned start times, or call the Human Resources Department and their school secretaries to report when they arrived at work for proper deduction.

ARTICLE V -- SENIORITY

- A. Seniority is herein defined as continuous length of service within the bargaining unit from the date of hire, except as described in Paragraph E of this Article. New Employees shall acquire seniority after ninety (90) calendar days of employment within the bargaining unit. After expiration of such probationary period, seniority shall be the Employee's latest date of hire. Seniority shall operate on a system-wide basis for all Employees within the bargaining unit and all regularly employed personnel within the bargaining unit shall appear on the seniority list.
- B. An Employee's seniority records shall be broken by voluntary resignation, discharge, reduction in force or retirement. Should an Employee be laid off and return to work within eighteen (18) months, said Employee's seniority shall pick up from the original hire date. Seniority rights shall be forfeited if the continuous period of layoff exceeds eighteen (18) months.
- C. Changes, if any other than caused by the passage of time, in the official seniority list shall be made yearly by the Employer and shall be posted on or before September 30 of each year. Such changes shall be posted in the administration building, each school building, and a copy will be sent to the President of the Union. Such changes in the official seniority list, unless challenged on or before October 20 of the contract year of posting, shall be final and shall be incorporated into the official list, which shall then become the new official seniority list. If such posting is delayed, the time within which challenges to the seniority list may be made shall be extended to twenty (20) days following the date of the delayed posting. If the challenge period results in changes, a copy of such new official seniority list shall be posted at the administration building, in each school building, and a copy will be sent to the President of the Teacher Associates Union.
- D. If an Employee takes a leave of absence from the bargaining unit for forty (40) or more work days, said Employee's seniority shall be frozen to the last date of employment within the bargaining unit.
- E. If an Employee for any reason leaves the bargaining unit and remains an Employee of the Ottumwa Community School District and later returns to a position within the bargaining unit, said Employee shall be entitled to seniority which is equal to one-half (1/2) of the number of years said Employee was not a member of the bargaining unit, in addition to any previously accumulated in-unit seniority.
- F. If an Employee, who is not a member of the bargaining unit, transfers into or is assigned to a position within the bargaining unit, said Employee shall transfer no seniority which may have been earned while said Employee was not a member of the bargaining unit.

- G. All new Employees shall be regarded as probationary Employees during the first ninety (90) calendar days of their employment with the Employer. A probationary Employee shall have no seniority rights and shall be entitled to fringe benefits. A probationary Employee may be terminated for any reason without recourse to the procedures of this Agreement unless otherwise agreed upon.
- H. All new Employees, including previous Employees, will be required to complete probation.

ARTICLE VI -- WAGES AND SALARIES

A. Schedule

1. The salary of each Employee covered by the regular salary schedule as set forth in Addendum A, which is attached hereto and made a part hereof.
2. In addition to his/her regular hourly rate set forth in Addendum A and as referred to herein, each Employee shall receive longevity pay as follows:

Beginning Year 11 = 10¢

Beginning Year 16 = 15¢

Beginning Year 21 = 20¢

Beginning Year 26 = 25¢

3. Work in excess of forty (40) hours in any one (1) work week shall be overtime and shall be paid at the rate of time and one-half of the Employee's regular straight time hourly rate.

B. Increments

Subject to review by the Superintendent or designee for satisfactory performance, Employees on the regular salary schedule shall be granted one increment or step on the schedule for each year of employment which the Employee has completed as of June 30, until the maximum for their job classification is reached. Increments may be withheld for unsatisfactory performance.

C. Call Back Pay

An Employee who has been called back to work after his/her daily work has been completed shall be paid a minimum of one and one-half (1 1/2) hours pay at his/her regular hourly rate, regardless of the amount of time worked.

D. Method of Payment

1. Pay Periods: Each Employee shall be paid in twenty-four (24) equal installments on the 5th and 20th of each month. Employees shall receive their checks at their regular building and on regular school days.
2. Exceptions:
 - a. When a pay date falls on or during a school holiday, vacation or weekend, Employees shall receive their paychecks on the last previous workday.
 - b. Summer checks shall be mailed to the Employee at his/her option. Employee shall provide to the Employer stamped, self-addressed envelopes for this purpose.

ARTICLE VII -- UNION CHECK-OFF

A. Authorization

Regular Employees may sign and deliver to the school district office a signed document authorizing payroll deduction of professional dues. The amount of said deduction shall be designated by the Public, Professional and Maintenance Employees, Local 2003.

B. Method of Deduction

Pursuant to the deduction authorization, the Employer shall deduct one-half (1/2) of the monthly dues from the regular salary check of the member once each pay period for twelve (12) months.

C. Duration

Authorization for dues deduction for all Employees shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Employer.

D. Transmission of Dues

The Employer shall transmit to Local 2003 the total monthly deduction for professional dues within ten (10) days following the second payroll of each month.

E. Other Approved Payroll Deductions

Approved payroll deductions shall include "tax-sheltered" annuities, the Ottumwa School Employees Credit Union, U. S. Savings Bonds with a minimum of \$100 bonds, United Fund of Wapello County, or any other plans or programs jointly approved.

F. Modification

Such authorization shall continue in effect from year to year unless terminated or modified. Any dues or other payroll deductions may be cancelled by giving thirty (30) days notice to the Employer.

G. Indemnification

The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders or judgments brought or issued against the Board under the provisions of this Article which related to Union Dues Deductions.

ARTICLE VIII -- INSURANCE

Only those Employees who were employed for 6.5 or more hours per day in 2005-2006 and who continue to work at least 6.5 or more hours per day shall be eligible for the insurance benefit. Employees hired prior to January 1, 1980, shall not have their hours reduced by the Employer.

The goal of the Personal Insurance Program is to provide benefits to the Employees of the Ottumwa Community School District. This program is a "cafeteria plan." Each eligible Employee of the Ottumwa Community School District has the opportunity to design a personalized benefit program that best meets the needs of his/her family. All plan coverage levels shall be available to all members of the self-funded insurance group. The plan provides the flexibility for the Employees to accept or reject each individual benefit offered except for the basic \$25,000 term life insurance which all Employees must elect. However, Employees who become eligible for benefits on or after the 2002-2003 school year must also purchase at least a single health insurance plan, unless they can provide proof that they are covered by another employer=s group health care plan.

The Personal Insurance Program provides the following benefits:

- ◆ Medical Insurance
- ◆ Dental Insurance
- ◆ Long-Term Disability Insurance
- ◆ Life Insurance
- ◆ Flexible Spending Accounts for
Health Care Expenses
Dependent Care

Each participant in the Personal Insurance Program is allocated a specific amount of money. The cost of the benefits are deducted from the Employer allocated specific amount of money. If the cost of the Employee selections is less than the allotted amount, the difference will be taken as a cash payment. If the cost of benefit selections is more than the allotted amount, the difference shall be deducted from the Employee=s check each month.

It shall be the duty of the "Insurance Committee" to maintain, review, and design the insurance program offered to district Employees. The members of the "Insurance Committee" shall be members of the bargaining agents, and shall meet a minimum of once a month during the school year, or as often as needed. Representation on the "Insurance Committee" shall be proportional to the number of members in each bargaining unit.

Insurance fund "monies" collected by the District shall be kept in a special insurance fund account. Interest earned from the account will be credited back to the account.

In the event that the Ottumwa Community School District along with the representatives of all the collective bargaining units determine to end the self-funded insurance program:

- a. All health and dental claims accrued prior to the termination of the self-funded program shall be paid.
2. Any remaining fund in the insurance account will be:
 1. Used to reduce premiums recommended by the new insurance carrier.

OR

 2. Rebated to existing self-funded insurance participants.

A. Coverages

Only those Employees who were employed for 6.5 or more hours per day in 2005-2006 and who continue to work at least 6.5 or more hours per day shall be eligible for the insurance benefit. Employees hired prior to January 1, 1980, shall not have their hours reduced by the Employer.

The Employer shall pay the sum of \$550.00 (Five Hundred Fifty and 00/100 Dollars) per month for the 2006-2007 school year toward the total premium cost of the coverages selected by the Employee. [The amount will be as follows for subsequent years: \$580.00/mth. for 2007-2008; \$610.00/mth. for 2008-2009.]

B. Leave Without Pay

If permitted by the carrier or company providing coverage, the Employee may continue, at the Employee's own expense, his/her insurance coverage or portion thereof elected hereunder during any extended leave under Article XII or any leave under Article XI (H).

C. Early Retirement - Individual Health Insurance

Eligibility – Only those Employees eligible for the insurance benefit as described in Paragraph A above.

1. The Employer agrees to pay, for a three (3) year period, \$3,500 (Three Thousand Five Hundred Dollars) annually towards the health insurance premium for eligible Employees who retire after age 55, provided the Employee shall have been employed by the District for seven (7) years or more. This three (3) year period shall be continuous and shall commence at the option of the Employee provided, however, the option shall commence at the beginning of the contract year, and, further providing, that the benefit shall be discontinued when the retiree completes the three (3) year term, or

qualifies for Medicare, whichever occurs first. In order to qualify for the above payment, the retiring Employee shall submit his/her resignation to the Employer no later than February 1 prior to the effective date of the resignation, which shall in all cases be the last day of the contract year.

2. An Employee's spouse who is presently being covered by the group health insurance coverage provided herein shall be given the option to continue to maintain said group health insurance coverage, at expense of Employee, until said spouse qualifies for Medicare or reaches the age of 65 years, whichever first occurs.

ARTICLE IX -- SICK LEAVE

A. Definitions

The Employee shall be allowed sick leave when unable to perform the duties of employment because of personal illness, injury or disability, or pregnancy. In the event the Employee is absent due to personal injury, illness or disability for a period of more than five (5) days, the Superintendent may require the Employee to furnish a statement from a licensed physician stating that Employee was unable to perform such duties for the period of Employee's absence and that he/she is now able to return to work. The Superintendent may also require a doctor's statement at any time if there is a specific reason to believe sick leave is being abused. Failure to provide the statement in either of these situations will result in the loss of pay for the alleged disability. A copy of the Superintendent's notification, together with the stated reason for the same, shall be delivered to the Employee, with a copy of the same to be mailed to the Union.

B. Accumulative Benefits

1. Regular Employees who work 187-day periods shall earn sick leave at the rate of fifteen (15) days per year with accumulation unlimited.
2. New Employees must work one calendar month (date-to-date) before becoming eligible for any paid sick leave.
3. If any Employee does not return to work for the new school year because of using sick leave, the new sick leave credit shall not be credited and may not be used until after the Employee returns to work. Any time lost before he/she returns to work will not be paid as sick leave.
4. Employees contracted less than the 187-day period shall have sick leave prorated based upon the percentage of the 187 days the Employee will be working.
5. Sick leave may be used in quarter-hour increments.

ARTICLE X - TEMPORARY LEAVE OF ABSENCE

A. Personal Business Days

New Employees must work one calendar month (date-to-date) before becoming eligible for any personal business days. The number of hours of pay shall be the designated number of hours assigned for said Employee. The rate of pay shall be the base rate for said Employee. Leave shall be taken only with prior approval of the Employer and, except in an emergency, only upon giving twenty-four (24) hours notice to the Human Resources Office. Leave may be taken on a one-half (1/2) day basis. If Employee is hired during the second semester, each category of personal business will be prorated by half (1/2 personal business with pay, 1 personal business – partial deduct, 1 personal business – full deduct).

1. Personal Business Day with Pay. Each regular Employee shall be allowed one (1) personal business day with pay. A personal business day with pay shall not be taken immediately prior to or immediately following a school vacation period or holiday. Each Employee shall receive credit for any unused personal business day with pay in a twelve (12) month period as one (1) day sick leave or portion thereof.
2. Personal Business – Partial Deduct. Each regular Employee shall be allowed two (2) personal business days with regular pay less one-half (1/2) thereof deducted. A personal business day – partial deduct shall not be taken immediately prior to or immediately following a school vacation period or holiday.
3. Personal Business – Full Deduct. Each regular Employee shall be allowed two (2) personal business days without pay. Should the personal day(s) without pay be taken immediately prior to or immediately following a school vacation period or holiday, the Employee shall forfeit such holiday pay.

B. Jury Duty

Any Employee called for jury duty during school hours shall be provided such time at no cost to the Employee. Any fees the Employee receives, excluding mileage, during such leave shall be turned over to the Employer, or, at the Employee's

option, the Employee may retain the jury duty pay and receive no compensation from the Employer. Employee shall return to work if responsibilities are completed before 2:00 p.m.

C. Court Witnesses

An Employee subpoenaed as a witness in a court trial may do so without loss of pay, providing the Employee is not a defendant or plaintiff in the proceeding. Employee shall return to work if responsibilities are completed before 2:00 p.m.

D. Bereavement Leave

1. The Employee shall be granted, without loss of pay, a leave of five (5) days for the death of each of the following: spouse, parents, children, stepchildren, daughters-in-law and sons-in-law.
2. The Employee shall be granted, without loss of pay, a leave of three (3) days for the death of each of the following: grandparents, grandchildren, sisters, brothers, sisters-in-law, brothers-in-law, mother-in-law, and father-in-law.
3. Prior notification to the Human Resources Office is required, when possible, for funeral attendance in order that leave credit may be obtained. Employee shall notify the Human Resources Office before returning to his/her duties.
4. In the case of the death of any other relative or person of unusually close personal relationship, one-half (1/2) day of leave shall be granted at the discretion of the Superintendent or designee without loss of pay to attend the funeral.
5. If additional bereavement leave is needed by the Employee, the Employee may, at the Employer's discretion, trade two (2) personal sick leave days for one (1) bereavement day.

E. Family Leave

1. The Employee shall be granted, without loss of pay, a leave of eight (8) days per year for illness, injury, disability, medical appointment, vision appointment, or dental appointment of the following: spouse, parents, children, stepchildren, daughters-in-law, sons-in-law, grandparents, grandchildren, sisters, brothers, mother-in-law, and father-in-law.
2. Prior notification to the Human Resources Office is required, when possible, in cases of serious illness in the family in order that leave credit may be obtained. Employee shall notify the Human Resources Office before returning to his/her duties.
3. If additional family leave is needed by the Employee, the Employee may, at the Employer's discretion, trade two (2) personal sick leave days for one (1) family leave day.
4. The Superintendent may require a doctor's statement at any time if there is reason to believe this temporary absence is being abused. Failure to provide the statement will result in loss of pay for the temporary absence.
5. Family leave may be used in quarter-hour increments.

F. Paid Leave

Other temporary leaves of absence with pay may be granted at the discretion of the Superintendent or designee.

G. Unpaid Leave

Other temporary leaves of absence without pay may be granted at the discretion of the Superintendent or designee.

ARTICLE XI - EXTENDED LEAVES OF ABSENCE

- A.
 - 1. Leaves of absence without pay up to 90 school days may be granted at the discretion of the Employer for a reasonable purpose, upon application of the Employee and approval of the Superintendent. Any position open as the result of the granting of such a leave of absence shall be filled on a temporary basis only.
 - 2. Leaves of absence without pay for more than 90 school days but limited to 180 school days may be granted at the discretion of the Employer for a reasonable purpose upon application of the Employee and approval of the Superintendent. Any position open as the result of the granting of such a leave of absence will be posted and filled. When his/her leave has been completed, the Employee will be assigned in a vacancy for which he/she is qualified, if one exists. If no vacancy exists, he/she will be allowed to bid on positions posted. If no vacancies or postings exist, the Employee will be placed on the recall list. When a vacancy becomes available for which he/she is qualified, he/she will be assigned in the vacancy. An Employee's failure to respond affirmatively within seven (7) calendar days after receipt of assignment shall result in the termination of the Employee's right to recall hereafter.
- B. While on an extended leave under this Section, the Employee's interest in accumulated sick leave and placement on the wage schedule shall be frozen. No additional benefits will be provided by the Employer during this type of leave. However, the Employee may purchase insurance programs available to other Employees.
- C. Employees on such extended leave of absence are not eligible to draw any compensation or accumulated sick benefit.
- D. Termination

If the Employee is granted an extended leave for a specific purpose and thereafter fails to pursue that purpose during the term of such leave, the Superintendent may revoke the leave. Notice of the revocation of the leave shall be mailed to the Employee, addressed to his/her last known address by certified mail, return receipt requested. Such notice shall advise the Employee to report for assignment to the office within fifteen (15) days as designated by the Superintendent and, in the event the Employee fails to so report, the Employee's contract will be terminated.

ARTICLE XII - PROCEDURE FOR TRANSFERS

- A. Transfer shall mean movement of any Employee to another position within the bargaining unit.
- B. A vacancy in a regular full-time or part-time position shall be open to all Employees in the bargaining unit.
- C. The Human Resources Office shall make available a list of vacancies that exist in the District as they occur. Such notification shall be made known through the Superintendent's Bulletin and at one specific location in the principal's office in each school and in the Central Office. Positions will be held open for at least three (3) school days after publishing of notices. Vacancies when posted shall state the minimum qualifications of the job opening to be filled.
- D. If a vacancy occurs after the closing of school in June and before reopening in the fall, it shall be listed in the Ottumwa Courier. Notification will also be sent to the Union and to each Employee who has filed stamped, self-addressed envelopes with the Human Resources Office for the express purpose of receiving notification of specific vacancies. Vacancies may be filled after five (5) calendar days following mailing of the vacancy notices publication in the Ottumwa Courier, whichever occurs later. This transfer shall be subject to the provisions of Article IV, L.
- 5. An Employee may request any number of transfers, but may not be granted any more than two (2) actual transfers per school year. Transfers resulting from the elimination of the Employee's position shall not count against the two (2) transfer limit.
- F. The Employer shall have the right to hire and assign Employees to any position. Should no present Employee apply for a job opening or should Employee applicants not be qualified, the Employer may hire and assign from outside the bargaining unit. However, present Employees shall have first opportunity for promotional transfers, and further providing, if additional hours of three (3) hours or less are needed within a particular building, such additional hours shall be first offered to the most senior associate on the seniority list within the affected building provided that the hours do not exceed eight (8) hours. After Employees are offered such additional hours by seniority, and the hours are not accepted by the current building employees, the hours shall then be posted and placed open for bid throughout the bargaining unit. A transfer shall be effected within five (5) days of the award of the position.
- G. The Union Steward shall receive a copy of the District's monthly personnel report.

ARTICLE XIII - PROCEDURE FOR STAFF REDUCTION

A. Layoffs

1. In the event that Employer determines that Employees must be laid off, the Employer shall attempt to accomplish the necessary layoffs through attrition. If attrition does not accomplish all of the necessary staff reduction, then those Employees on probation shall be laid off first. If further layoffs are required, Employees with seniority within the school district shall be laid off in reverse order of their seniority as follows:
 - a. Employees with two years or more of seniority. (This will become three years or more seniority on July 1, 2008.)
 - (1) If a job is eliminated, the Employee removed can bump any Employee in any position below him/her on the seniority list for which he/she is qualified.
 - b. Employees with less than two years' seniority. (This will become three years' seniority on July 1, 2008.)
 - (1) If a job is eliminated, The Employee removed will be assigned to the position for which he/she is qualified of the least senior full-time person. If there is no full-time position available, the Employee will be assigned to the position for which he/she is qualified of the least senior part-time position.
2. If hours are to be reduced within a specific building, the reduction shall be accomplished by reducing the hours of the Employee with the least seniority as long as the reduction of hours does not reduce a full-time Employee to part-time status or the least senior person(s) has specific qualifications that are required for a particular position (i.e., signing, interpreting, etc.)

B. Notification

The Employer shall provide written notice as soon as possible but no less than fourteen (14) calendar days prior to termination of employment to both the Employee and Union. The Employer shall provide the Union annually with a current list of laid off Employees.

C. Recall

Any Employee laid off pursuant to this Article shall have recall rights to any position for which he/she is qualified for eighteen (18) months from the effective date of their termination at the same rate of pay Employee received at the time of layoff.

D. Notification to Recall

Whenever an Employee shall have the right to recall, the Employer shall notify the Employee of the right to recall and the position to which he/she is being recalled by certified mail addressed to the Employee's address on file in the Human Resources Office. An Employee's failure to respond affirmatively within seven (7) calendar days after receipt of such letter shall result in the termination of the Employee's right to recall hereafter.

ARTICLE XIV - HEALTH PROVISIONS

A. Physical Examination

As a condition of employment, Employee shall have a medical examination certifying the fitness needed to perform assigned tasks at the time of hire. Such medical examination can be performed by a physician of the Employee's choosing and cost of such exam will be reimbursed up to \$35.00. During the term of this agreement, the Employer may elect to require a more extensive medical exam that may include mobility testing and/or drug testing as well as an Employer-designated physician. If the Employer requires the more extensive medical examination, the entire cost will be paid by the Employer.

ARTICLE XV - SAFETY PROVISIONS
(Protection of Employees, Students, Property)

A. Use of Reasonable Force

Any Employee may, within the scope of his/her employment, use and apply such amount of force as is reasonable, necessary and lawful to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the student, for the purpose of self defense, and for the protection of persons or property.

B. Reporting Assaults

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor and to the police.

C. Safe Place of Employment

The Employer shall endeavor to provide and maintain a safe place of employment. All Employees shall endeavor, in the course of performing the professional duties associated with their employment, to be alert to unsafe practices, equipment or conditions and to report any such unsafe practices, equipment or conditions to their immediate supervisors.

D. In the case of an alleged Employee-against-Employee assault, the Employee may request a temporary transfer. The Union and the Employer will meet as soon as possible to give consideration to the request.

ARTICLE XVI - UNION RIGHTS

A. Use of Facilities

The Union shall have the right to make use of school buildings and facilities of the Employer outside the in-school work day, provided such meetings in no way interfere with use by the Employer or any previously scheduled use by any other organization. Any expenses to the Employer resulting from such meeting will be borne by the Union. As appropriate, such meeting will be scheduled with the Superintendent's office or principal's office.

B. Communications

The Union shall have the right to use faculty mailboxes for announcements relating to the conduct of Union business on behalf of the members of the Union, provided, however, that mailboxes will not be used for the distribution of material of a political nature or material which would be contrary to law. Distribution procedures are to be mutually agreed upon by the Union and the Superintendent or designee.

C. Board Meetings

The Board agrees to place on the agenda of each regular Board meeting as an item for consideration under "new business" matters brought to its consideration by the Union, provided that such matters are made known to the Superintendent's Office at least four (4) days prior to the date of said meeting.

ARTICLE XVII - GRIEVANCE PROCEDURE

A. Definition

1. **Grievance:** A grievance is an allegation by an Employee, a group of Employees, or the Union that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement.
2. **Grievant:** A grievant is the initiator of the grievances and any party who joins with the initiator at any subsequent level of the procedure set forth below.
3. **Grievants** are limited to either an Employee, a group of Employees, or the Union, or any combination of the first two (2) with the Union.
4. **Party in Interest:** A party in interest is any grievant as defined above, and the District.
5. **Designated Representative:** A designated representative is any person designated by any party in interest to act for, or in conjunction with any party in interest.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting Employees. Both parties agree that these proceedings will be as informal and confidential as may be appropriate at any level of the procedure.

C. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. The parties may by mutual agreement in writing eliminate any level and/or extend any of the limits set forth in this Article.

D. Procedure

1. **Step One:** The Employee, with or without the Union representative, at the Employee's option, shall discuss the grievance with his/her principal or immediate supervisor within ten (10) days after the occurrence, with the object of resolving the matter informally.
2. **Step Two: Principal**
 - a. If the Employee is not satisfied with the response in Step One, the aggrieved Employee may invoke the formal grievance procedure

through the Union grievance form set forth in Addendum B. The grievance form shall be available from the Union representative in each building and the form shall be signed by the Grievant.

- b. A copy of the grievance form shall be delivered to the principal within ten (10) days from the time of the Step One meeting.
- c. The principal shall indicate his/her disposition of the grievance in writing within seven (7) school days of the presentation of the formal grievance and shall furnish a copy thereof to the individual grievant and the Union.
- d. If the Grievant is not satisfied with the disposition of the grievance, the grievance may be transmitted to Step Three by delivering a copy of the formal grievance and disposition to the Superintendent within five (5) days after the date of delivery of the disposition.

3. Step Three:

- a. The Superintendent or designee shall meet with the aggrieved person and the Union representative within ten (10) school days. Within seven (7) school days of the aforesaid meeting, the Superintendent or designee shall indicate the disposition in writing and shall furnish a copy thereof to the aggrieved Employee and the Union representative.
- b. If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or designee or if no disposition has been made within seven (7) days of the meeting described in Step Three, Paragraph a., the aggrieved Employee may transmit the grievance to Step Four by submitting written notice of arbitration to the Superintendent within fifteen (15) school days of said meeting.

4. Step Four:

- a. Within ten (10) days after written notice to the Employer for submission to arbitration, the Employer and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board by either party. The list shall consist of five (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name and shall do so within two (2) days. Immediately thereafter, the parties shall each alternately strike names from the list until just one name remains, who shall be the arbitrator and the parties immediately notify the Public Employment Relations Board of their decision.

- b. The arbitrator so selected shall confer with the representatives of the Employer and the Union and hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearing has been waived, then from the date the final statements and proofs on the issues are submitted to him/her, the arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Employer and the Union and shall be final and binding on the parties.
- c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Employer and the Union. Any other expenses incurred shall be paid by the party incurring the same. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available without charge to the other party and to the arbitrator.

E. Miscellaneous

- 1. Nothing in this Article shall in any way limit or prohibit the right of an individual Employee in the bargaining unit to meet with any immediate supervisor, principal, Superintendent of schools, or other designated representatives of the District to adjust individual complaints, provided such adjustment does not violate the terms of this Agreement.
- 2. When it is necessary for an aggrieved person or an Union representative to be present at a meeting with the Superintendent at Step Three or at a hearing before an arbitrator at Step Four of the grievance procedure during the work day, said aggrieved person and representative shall be released without loss of compensation.
- 3. All meetings and hearings under this procedure shall be conducted in private in the presence of the parties in interest, the parties in interest designated representatives and witnesses for the parties in interest.
- 4. All documents, communication and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 5. Any reference in this Article to "days" pertaining to time limitations shall not include Saturday, Sunday or scheduled holiday.

ARTICLE XVIII - COMPLIANCE CLAUSES AND DURATION

A. Separability

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then that Article, Section or Clause shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections and Clauses shall remain in full force and effect.

B. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all Employees now or hereafter employed, and the Union shall be provided with ten (10) additional copies.

C. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Union to Board at 422 McCarroll, Ottumwa, Iowa.
2. Public, Professional and Maintenance Employees, Local Union 2003, 719 W. Jackson Street, Sigourney, IA 52591.


D. Duration Period

1. This agreement shall become effective July 1, 2006, and shall continue in effect until June 30, 2009.
2. This Agreement shall automatically continue in full force and effect for equivalent periods, except as may be amended, modified or substituted under the procedure set forth in Article II, Procedures For Negotiations.

E. Signature Clause

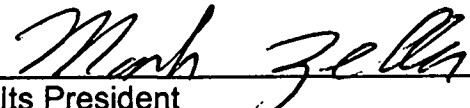
In Witness Whereof the parties hereto have caused this Agreement to be signed by their respective President, attested by their respective Chief Negotiators, and their signatures placed thereon, all on this 10th day of April 2006.


Public, Professional and Maintenance Employees, Local 2003

By: 
Its President

By:  4-4-06
Its Chief Negotiator

Ottumwa Board of Education

By: 
Its President

By: 
Its Chief Negotiator

**ADDENDUM A - SALARY SCHEDULE
TEACHER ASSOCIATES
OTTUMWA COMMUNITY SCHOOL DISTRICT
SALARY SCHEDULE**

Step	2006-2007 Hourly Rate
1	11.79
2	11.86
3	11.95
4	12.03
5	12.11
6	12.18
7	12.27
8	12.34
9	12.43
10	12.50

Each regular full-time Employee and each regular part-time Employee who has completed the probationary period as of the last regular work day prior to the effective date of this Agreement shall advance to the next line on the salary schedule as of the effective date of this Agreement and the new rate of pay shall commence as of the next regular work day following the effective date of this Agreement. Advancement on the salary schedule shall be accomplished only as of the effective date of the Agreement.

Hearing Impaired: Teacher associates serving as interpreters for the hearing impaired, may receive fifty cents (\$.50) per hour in addition to the above. Determination of this additional wage shall be at the sole discretion of the Employer.

2007-08 and 2008-09 School Year

The total package increase shall be the District's allowable growth less .5%, but in no case shall the total package increase be less than 2% or more than 4%.

ADDENDUM B - GRIEVANCE REPORT

Distribution of form

1. Union
2. Employee
3. Appropriate Supervisor
4. Superintendent

_____ date filed

School District _____

Building _____

Name of aggrieved person _____

LEVEL I

- A. Date of Discussion _____
- B. Signed by Grievant _____
- C. Signed by Supervisor _____

LEVEL II

- A. Date Violation Occurred _____
- B. Section(s) of Contract Violated _____
- C. Statement of Grievance _____

- D. Relief Sought _____

Signature

Date

- E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal or
Immediate Supervisor

Date

LEVEL III

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or Designee _____

Signature of Superintendent Date
or Designee

LEVEL IV

A. _____
Signature of Aggrieved Person Signature of Association President

B. _____
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition of Award of Arbitrator _____

Signature of Arbitrator Date of
Decision